

GALIER DeROBERTIS & WAXMAN LLP

L. RICHARD DeROBERTIS 3179  
ILANA K. WAXMAN 8733  
ALLISON M. AOKI 6912  
ALYSSA R. SEGAWA 9798  
820 Mililani Street, Suite 505  
Honolulu, Hawai'i 96813-2935  
Telephone: (808) 597-1400  
Facsimile: (808) 591-2608

**Electronically Filed**  
**FIRST CIRCUIT**  
**1CCV-19-0002186**  
**21-NOV-2019**  
**09:59 AM**

Attorneys for Plaintiff

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAII

IN RE:	)	CIVIL NO. _____(JHA)
HAWAII STATE ASBESTOS CASES	)	(Toxic Tort/Asbestos Personal Injury)
	)	
This Document Applies To:	)	
	)	<b>COMPLAINT; EXHIBIT "A";</b>
JACQUELINE BECKER,	)	<b>SUMMONS</b>
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
1) JOHNSON & JOHNSON, a New Jersey	)	
corporation;	)	
	)	
2) JOHNSON & JOHNSON CONSUMER	)	
INC., a New Jersey corporation;	)	
	)	
3) FOODLAND SUPER MARKET,	)	
LIMITED, a Hawaii Corporation; and	)	Complex Litigation
	)	Judge: Honorable James H. Ashford
4) DOES 1 to 25,	)	Trial Date: None
	)	
Defendants.	)	
	)	

N:\Clients\51-0513\Pleadings\Complaint.doc

COMPLAINT

Plaintiff JACQUELINE BECKER, by way of complaint against Defendants alleges and says:

PARTIES - PLAINTIFF

1. Plaintiff JACQUELINE BECKER is a resident of the County of Hawaii, State of Hawaii.

2. From approximately 1963 to 2018, Plaintiff JACQUELINE BECKER regularly and frequently used and was exposed to asbestos-containing Johnson & Johnson talcum powder products both in Australia from 1963 to 1991 and in the State of Hawaii from 1991 to 2018, the use of which generated dust and exposed her to respirable asbestos fibers. Plaintiff JACQUELINE BECKER's exposure to respirable asbestos fibers from asbestos-containing talc and talc products, manufactured, sold and supplied by the defendants (and their predecessors in interest) proximately caused her mesothelioma. Said exposures and inhalation directly and proximately caused Plaintiff JACQUELINE BECKER's malignant mesothelioma and other asbestos-related diseases and injuries to her lungs, chest cavity, cardiovascular system and other parts of her body, which were not discovered and/or were disguised until about February 2019.

PARTIES - DEFENDANTS

3. The term "Defendants" refers to all of the above-captioned entities.

4. Defendants, respectively, were manufacturers, suppliers, sellers or distributors of asbestos fibers, dust, minerals, particles and other finished and unfinished asbestos-containing products, including asbestos-containing talc and talcum powder products, that Plaintiff JACQUELINE BECKER, used or to which she was exposed.

5. Defendant 1) JOHNSON & JOHNSON, a New Jersey corporation; Defendant 2) JOHNSON & JOHNSON CONSUMER INC., a New Jersey corporation; Defendant 3) FOODLAND SUPER MARKET, LIMITED, a Hawaii Corporation, (hereinafter also

“FOODLAND”); and Defendant 4) DOES 1 to 25, were doing business in the State of Hawai`i at all times mentioned herein.

6. Defendants JOHNSON & JOHNSON; JOHNSON & JOHNSON CONSUMER INC.; and FOODLAND SUPER MARKET, LIMITED; were manufacturers, suppliers or distributors of asbestos fibers, dust, minerals, particles and other finished and unfinished asbestos-containing products, including asbestos-containing talc, and talcum powder products that Plaintiff JACQUELINE BECKER, used or to which she was exposed.

7. The true names and capacities, whether individual, corporate, partnership, or otherwise, of Defendants DOE 1 to 25, inclusive, and each of them, are unknown to Plaintiff, who, therefore, sue these Defendants by such fictitious names and will ask leave of court to amend this Complaint when the same shall have been ascertained. Defendants DOES 1 to 25 (“DOE Defendants”) are unidentified and presently unknown party defendants sued under fictitious names pursuant to HRCP Rule 17(d). Plaintiff has been unable to ascertain these defendants, who are in some manner legally responsible for Plaintiff’s injuries. When ascertained, Plaintiff seeks leave to certify the name or identity of any presently unidentified party defendant. Despite due diligence, which has included a review of records, Plaintiff has been unable to identify DOE Defendants. Plaintiff is informed and believes and upon such information and belief states the fact to be that each Defendant designated herein as a “DOE” was responsible, negligently, or in some manner, for the events and happenings referred to herein and that DOES 1 to 25 negligently mined, milled, manufactured, supplied, distributed, used, marketed, removed and/or sold talc, talcum powder, asbestos fibers, dust, minerals, particles, finished asbestos-containing products, and/or unfinished asbestos-containing products that Plaintiff JACQUELINE BECKER used or to which she was exposed.

8. All Defendants engaged in conduct in the State of Hawaii which gave rise to Plaintiff JACQUELINE BECKER's injury, including, but not limited to the manufacture and/or sale of asbestos-containing talcum powder products which were shipped and supplied to the State of Hawaii and used by Plaintiff.

#### FIRST COUNT

9. Paragraphs 1 through 8 are realleged and incorporated herein by reference.

10. At all times and places mentioned herein, Defendants JOHNSON & JOHNSON and JOHNSON & JOHNSON CONSUMER INC. negligently designed, manufactured, selected materials, assembled, inspected, tested, marketed, distributed, leased, sold, recommended and delivered asbestos-containing talcum powder to the State of Hawaii which was in a defective and unsafe condition, and unfit for use in the way and manner that talcum powder products are customarily treated, used and employed.

11. Defendants JOHNSON & JOHNSON and JOHNSON & JOHNSON CONSUMER INC. negligently failed to discover said defects; failed to adequately test their asbestos-containing talcum products; failed to give adequate warning of known or knowable dangers of asbestos-containing talcum powder products; and failed to replace the asbestos-containing talc in their talcum powder products with a safer substitute material.

12. Defendants knew or had reason to know that Plaintiff JACQUELINE BECKER, and other persons similarly situated would be ultimate users or consumers of their asbestos and asbestos-containing talcum powder products and would thereby be exposed to asbestos.

13. As a direct and proximate result of Defendants' negligence, Plaintiff JACQUELINE BECKER contracted mesothelioma and other bodily injuries, including shock, great pain of mind and body, and fear of death, and has been permanently injured.

14. As a further result of the above, Plaintiffs have incurred medical bills and miscellaneous expenses, and asks leave to amend this Complaint to show the total thereof at the trial.

15. As a further result of the above, Plaintiffs sustained economic losses, to be shown at the time of trial.

16. It was foreseeable to the Defendants that Plaintiff JACQUELINE BECKER, and others similarly situated, would be injured as a result of the Defendants' actions and misconduct.

### SECOND COUNT

17. Paragraphs 1 through 16 are realleged and incorporated herein by reference.

18. All Defendants, jointly and severally, marketed a defective product and placed that product in the stream of commerce.

19. At all times and places mentioned herein, Defendants, and each of them, were engaged in the business of designing, manufacturing, marketing, distributing, recommending, selling, and supplying asbestos-containing talcum powder products.

20. Defendants sold or otherwise placed asbestos-containing talcum powder products into the stream of commerce in a defective condition, unreasonably dangerous to Plaintiff JACQUELINE BECKER, and other persons similarly situated.

21. Throughout the many years that Plaintiff JACQUELINE BECKER, and other similarly situated persons were exposed to and used Defendants' asbestos-containing products, said asbestos-containing products reached the users and consumers without substantial change in the condition in which they were sold.

22. The ordinary and foreseeable use of Defendants' asbestos-containing products created an unreasonable risk of injury to users and bystanders.

23. The asbestos-containing talcum powder products manufactured, distributed, and sold by Defendants were defective because they failed to meet consumer expectations of safety; because they were incapable of being made safe for their ordinary and intended use and purpose due to their defective design; because they were defective in manufacture; and because Defendants failed to give any warnings or instructions, or failed to give adequate or sufficient warnings or instructions about the risks, dangers and harm associated with the use of asbestos-containing talcum powder products.

24. As a direct and proximate result of the Defendants' actions, Plaintiff JACQUELINE BECKER, contracted mesothelioma and suffers from various diverse injuries and attendant complications.

### THIRD COUNT

25. Paragraphs 1 through 24 are realleged and incorporated herein by reference.

26. Defendants breached their non-delegable duty to warn and negligently supplied defective asbestos-containing materials and products without ensuring that Plaintiff JACQUELINE BECKER was warned about the dangers of asbestos exposure.

27. Defendants actions prevented Plaintiff JACQUELINE BECKER from educating herself on the dangers of asbestos exposure and from taking action to minimize the risks of exposure in and out of the home.

### FOURTH COUNT

28. Paragraphs 1 through 27 are realleged and incorporated herein by reference.

29. Defendants willfully, wantonly and intentionally conspired, and acted in concert, to withhold information from Plaintiff JACQUELINE BECKER, her family, as well as the

general public concerning the known hazards associated with the use of and exposure to talc, including asbestos-containing talc and asbestos products.

30. Defendants willfully, wantonly and intentionally conspired, and acted in concert, to withhold information from Plaintiff JACQUELINE BECKER, her family, and the general public relating to the fact that asbestos fiber inhalation could be fatal.

31. Defendants willfully, wantonly and intentionally conspired, and acted in concert, to disseminate false product safety information to Plaintiff JACQUELINE BECKER, her family, and the general public.

32. Defendants willfully, wantonly and intentionally conspired, and acted in concert, to prevent the dissemination of information concerning their products' hazards and dangers.

33. Defendants willfully, wantonly and intentionally failed to take appropriate action to minimize the risks of asbestos exposure to Plaintiff JACQUELINE BECKER, her family, and the general public.

34. As a direct and proximate result of the Defendants' actions and inaction, Plaintiff JACQUELINE BECKER contracted mesothelioma and suffers from various diverse injuries and attendant complications.

#### FIFTH COUNT

35. Paragraphs 1 through 34 are realleged and incorporated herein by reference.

36. At all times and places mentioned herein, Defendants, and each of them, at the time of design, manufacture, and sale of asbestos-containing talcum powder products expressly and impliedly warranted that said asbestos products as hereinabove described were of merchantable quality, properly designed, manufactured and reasonably fit and suitable for ordinary use.

37. At all times and places mentioned herein, Defendants, and each of them, breached said warranty, in that, among other things, said asbestos products were not of merchantable quality nor properly designed nor manufactured nor fit for ordinary use in the industry; that said asbestos products were designed, manufactured, fabricated, assembled, supplied, marketed, sold and distributed in such a dangerous and defective condition that said asbestos products were reasonably likely to, and did, cause injury by reason of Defendants' design and manufacture and failure to warn; and further said asbestos products could not safely be used by a person exercising ordinary and reasonable care.

38. As a direct and proximate result of these breaches of expressed and implied warranties, Plaintiffs suffered injury, disease, and damage as is herein set forth.

#### SIXTH COUNT

39. Paragraphs 1 through 38 are realleged and incorporated herein by reference.

40. The Defendants aforesaid were willful, intentionally withheld from Plaintiff JACQUELINE BECKER and her family, the known dangers associated with the use of asbestos and asbestos-containing products, and intentionally withheld from the Plaintiff's knowledge that breathing in asbestos can be fatal. The Defendants issued information, which they knew to be false, concerning the safety of their product, and did willfully, wantonly, and intentionally prevent the dissemination of information known to them concerning the products' hazards and dangers, and willfully, wantonly, and intentionally failed to take the appropriate steps to minimize the risks of asbestos exposure, and otherwise acted willfully, wantonly, and intentionally with reference to their products.



41. As a direct and proximate result of the willful, wanton, and intentional acts of the Defendants, both jointly and severally, Plaintiff JACQUELINE BECKER was caused to contract mesothelioma and various other diverse complications and injures.

WHEREFORE, Plaintiff demands judgment against Defendants in an amount of damages that is within the minimum jurisdictional limits of this Court, as follows:

1. General damages as are proven at the time of trial;
2. Special damages as are proven at the time of trial;
3. Punitive damages as are proven at the time of trial;
4. For costs incurred herein; and
5. For such other and further relief as may be deemed just and equitable in the premises, including, but not limited to, prejudgment interest.

/s/Ilana K. Waxman

L. RICHARD DeROBERTIS

ILANA K. WAXMAN

ALLISON M. AOKI

ALYSSA R. SEGAWA

Attorneys for Plaintiff

# **EXHIBIT “A”**

GALIER DeROBERTIS & WAXMAN LLP

L. RICHARD DeROBERTIS      3179  
ILANA K. WAXMAN              8733  
ALLISON M. AOKI              6912  
ALYSSA R. SEGAWA            9798  
820 Mililani Street, Suite 505  
Honolulu, Hawai'i 96813-2935  
Telephone:    (808) 597-1400  
Facsimile:     (808) 591-2608

Attorneys for Plaintiff

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAII

IN RE:	)	CIVIL NO. _____(JHA)
HAWAII STATE ASBESTOS CASES	)	(Toxic Tort/Asbestos Personal Injury)
	)	
This Document Applies To:	)	
	)	<b>ASBESTOS PLAINTIFF'S SUMMARY</b>
	)	<b>SHEET</b>
JACQUELINE BECKER,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	
JOHNSON & JOHNSON, et al.,	)	
	)	Not Assigned Trial Date
	)	Complex Litigation
Defendants.	)	Judge: Honorable James H. Ashford
	)	
	)	

## ASBESTOS PLAINTIFF'S SUMMARY SHEET

N:\Clients\51-0513\Pleadings\Summary Sheet.doc

### **PRIMARY PLAINTIFF: JACQUELINE BECKER**

Social Security No: XXX-XX-9273

Periods of Exposure: approx. 1963 through 2018

Date of Birth: 9/30/1955

Date of Death: N/A.

Cause of Death: N/A.

### Retirement

Year: N/A

Age: N/A

### Disability

Year: 2019

Age: 63

Cause: Malignant Mesothelioma

**Smoking History:** Tried smoking a cigarette once and never tried again.

## EMPLOYMENT:

1.   (a)   Name:     Farm worker  
          Address:   Geraldton, Australia  
      (b)   Employed:         Early 1970s  
      (c)   Job Description:   In charge of breeding cattle
  
2.   (a)   Name:     Farm worker  
          Address:   outside of Beverley, Australia  
      (b)   Employed From:     Approx. 1974         To:     Approx. 1979  
      (c)   Job Description:   Herded cattle, bred cattle, rode and trained horses
  
3.   (a)   Name:     Jewelry shop  
          Address:   Dunsborough, Australia  
      (b)   Employed From:     Approx. late 1970s     To:     early 1980s  
      (c)   Job Description:   Ran jewelry shop with boyfriend who was a jeweler.
  
4.   (a)   Name:     Jockey  
          Address:   Kalgoorlie, Australia  
      (b)   Employed:         Approx. early 1980s for about one year  
      (c)   Job Description:   Rode and trained race horses, participated in sport of jumping horses. I received my approved jockey license in Kalgoorlie.
  
5.   (a)   Name:     Horse trainer  
          Address:   Swan Valley, Perth, Australia  
      (b)   Employed From:     Approx. early 1980s     To:     Approx. 1988  
      (c)   Job Description:   Rode and trained horses for eight years. Participated in the sport of jumping horses and played polo.
  
6.   (a)   Name:     Hawaii Polo Team  
          Address:   Hawaii and Australia  
      (b)   Employed From:     1991                    To:     1993  
      (c)   Job Description:   Polo player

7.   (a)   Name:     Self-employed  
      Address:   Hawaii (Kauai, Maui, Big Island, Oahu) and California  
                  (mostly Bay area)  
      (b)   Employed From:         1993                   To:           2018  
      (c)   Job Description:     Horse trainer and equine physical therapist
  
8.   (a)   Name:     Seahorse Ranch  
      Address:   Kahakuloa, Maui, HI  
      (b)   Employed From:         1999                   To:           2000  
      (c)   Job Description:     In charge of ranch operations
  
9.   (a)   Name:     Kula Ridge Stables  
      Address:   Upper Kula, Maui, HI  
      (b)   Employed From:     Approx. 2001/2002   To:           2006  
      (c)   Job Description:     Rode and trained horses, equine physical  
                                  therapist

**ASBESTOS PRODUCTS:**

Type: Talc and Talcum Powder

Trade Name(s): Johnson's baby powder

Manufacturer: Johnson & Johnson, Johnson & Johnson Consumer Inc.

Dates of Exposure: 1963 through 2018

**PRIOR CLAIMS FOR ASBESTOS RELATED INJURY:**

Worker's Comp.: N/A.

Disability: N/A.

Lawsuit: N/A.

**MEDICAL HISTORY:**

Diagnosis: Malignant Mesothelioma

Date: February 2019

Symptoms: Fluid build-up in my lungs, felt weaker

Treating Physician: Ayman Abdul Ghani, M.D.



**SPOUSE AND DEPENDENTS: N/A.**

Name:

Relation:

Date of Birth:

Date of Marriage:

**SPECIAL DAMAGES CLAIMED:**

Medical/Hospital: To be provided.

Loss of Wages: To be provided.

Burial: N/A.

## DECLARATION UNDER PENALTY OF PERJURY

N:\Clients\51-0513\Pleadings\Summary Sheet.doc

I, JACQUELINE BECKER, hereby declare pursuant to Circuit Rule 7(g), Rules of the Circuit Court of the State of Hawai'i, that I have personal knowledge of the following facts and I am competent to testify as follows:

1. I declare that the foregoing Asbestos Plaintiff's Summary Sheet is true and correct to the best of my knowledge.
2. I declare under penalty of perjury that the foregoing is true and correct.

Date: 21st Nov 19.

  
\_\_\_\_\_  
JACQUELINE BECKER

<b>STATE OF HAWAII</b> <b>CIRCUIT COURT OF THE</b> <b>FIRST CIRCUIT</b>	<b>SUMMONS</b> <b>TO ANSWER CIVIL COMPLAINT</b>	CASE NUMBER
PLAINTIFF JACQUELINE BECKER	VS.	DEFENDANT(S) 1) JOHNSON & JOHNSON, a New Jersey corporation; 2) JOHNSON & JOHNSON CONSUMER INC., a New Jersey corporation; 3) FOODLAND SUPER MARKET, LIMITED, a Hawaii Corporation; and 4) DOES 1 to 25
PLAINTIFF'S NAME & ADDRESS, TEL. NO.  JACQUELINE BECKER c/o GALIHER DeROBERTIS & WAXMAN LLP 820 Mililani Street, Suite 505 Honolulu, Hawai'i 96813-2935 Ph: (808) 597-1400		
<p><b>TO THE ABOVE-NAMED DEFENDANT(S)</b></p> <p>You are hereby summoned and required to file with the court and serve upon</p> <p>GALIHER DeROBERTIS &amp; WAXMAN LLP  820 Mililani Street, Suite 505  Honolulu, Hawai'i 96813-2935</p> <p>plaintiff's attorney, whose address is stated above, an answer to the complaint which is herewith served upon you, within 20 days after service of this summons upon you, exclusive of the date of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.</p> <p><b>THIS SUMMONS SHALL NOT BE PERSONALLY DELIVERED BETWEEN 10:00 P.M. AND 6:00 A.M. ON PREMISES NOT OPEN TO THE GENERAL PUBLIC, UNLESS A JUDGE OF THE ABOVE-ENTITLED COURT PERMITS, IN WRITING ON THIS SUMMONS, PERSONAL DELIVERY DURING THOSE HOURS.</b></p> <p><b>A FAILURE TO OBEY THIS SUMMONS MAY RESULT IN AN ENTRY OF DEFAULT AND DEFAULT JUDGMENT AGAINST THE DISOBEYING PERSON OR PARTY.</b></p>		
The original document is filed in the Judiciary's electronic case management system which is accessible via eCourt Kokua at: <a href="http://www.courts.state.hi.us">http://www.courts.state.hi.us</a>	Effective Date of 28-Oct-2019 Signed by: /s/ Patsy Nakamoto Clerk, 1st Circuit, State of Hawai'i <div data-bbox="1252 1509 1409 1661" data-label="Image"> </div>	
<div data-bbox="69 1698 203 1822" data-label="Image"> </div> In accordance with the Americans with Disabilities Act, and other applicable state and federal laws, if you require a reasonable accommodation for a disability, please contact the ADA Coordinator at the Circuit Court Administration Office on OAHU- Phone No. 808-539-4400, TTY 808-539-4853, FAX 539-4402, at least ten (10) working days prior to your hearing or appointment date.		